

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

PRIVATE RESERVE PROPERTIES II, LLC  
Plaintiff

VS.

C.A. No.: PC14-2947

INDIAN HARBOR INSURANCE COMPANY  
Defendant

**COMPLAINT FOR DECLARATORY RELIEF**

**PRELIMINARY STATEMENT**

This is a Complaint for Declaratory Judgment, as well as other relief, wherein Private Reserve Properties II, LLC (hereinafter "Private Reserve") seeks a determination concerning the scope and nature of the obligation of Indian Harbor Insurance Company (hereinafter "Indian Harbor"), under a Commercial Inland Marine Policy of Insurance that Indian Harbor issued to Private Reserve.

**THE PARTIES**

1. The Plaintiff, Private Reserve, is a domestic limited liability company with its principal place of business in the City of Providence, State of Rhode Island, and at all times material hereto was licensed to conduct and transact business in the State of Rhode Island.
2. Upon information and belief, the Defendant, Indian Harbor, is a North Dakota corporation and at all times material hereto was a Registered U.S. Domiciled Surplus Lines Insurer approved to conduct and transact business in the State of Rhode Island.

**JURISDICTION**

3. This Court has jurisdiction over this matter pursuant to Rhode Island General Laws § 9-30-1 et seq. and Rule 57 of the Rhode Island Superior Court Rules of Civil Procedure.

**THE FACTS**

4. This matter arises out of a fire that occurred on June 15, 2012, in a detached building located at the premises of 42-44 Courtland Street, Providence, Rhode Island.
5. At the time of the fire loss, the Plaintiff, Private Reserve, had a Commercial Inland Marine Policy of Insurance (hereinafter "Policy") issued by Indian Harbor in which the policy insured the premises located at 42-44 Courtland Street, Providence, Rhode Island from July 6, 2011 to July 6, 2012.

6-11-14  
RH

6. Five (5) days after the accident, on June 20, 2012, the Plaintiff, Private Reserve, ~~executed a loss notice to Indian Harbor regarding the fire that occurred in the detached building located at the premises of 42-44 Courtland Street, Providence, Rhode Island.~~
7. On July 23, 2012, the U.S. Adjustment Corporation (hereinafter "US Adjustment"), an authorized representative of Indian Harbor, sent correspondence to Private Reserve, denying coverage of the detached building.
8. Despite numerous requests, Indian Harbor has refused to provide coverage to Private Reserve for the fire loss that occurred on June 15, 2012, at the insured premises located at 42-44 Courtland Street, Providence, Rhode Island.

### THE INSURANCE POLICY

9. Indian Harbor issued a Commercial Inland Marine Policy of Insurance to the Plaintiff, Private Reserve, policy number FCI 005 7409-00, in which the policy insured the premises located at 42-44 Courtland Street, Providence, Rhode Island from July 6, 2011 to July 6, 2012. See Exhibit "A", Commercial Inland Marine Policy FCI 005 7409-00.
10. The Indian Harbor policy provides in pertinent part:

#### BUILDERS RISK/INSTALLATION COVERAGE FORM

\* \* \*

##### A. COVERAGE

*We will pay for "loss" to Covered Property at the premises described in the Declarations from any of the Covered Causes of Loss.*

##### 1. Covered Property

*Covered Property, as used in this Coverage Form, means:*

- a. *Building(s) or structure(s) while they are in the course of construction, installation, reconstruction or repair at the job site shown in the Declaration Page;*

\* \* \*

#### BUILDERS RISK/INSTALLATION COVERAGE REHABILITATION EXTENSION ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

#### BUILDERS RISK/INSTALLATION COVERAGE FORM

*A. The following is added to paragraph 1., Covered Property in Section A – Coverage.*

---

- e. Existing Building(s) or Structure(s) in the course of renovation or reconstruction.*

**COUNT I  
BREACH OF CONTRACT**

11. Private Reserve repeats and realleges the allegations of Paragraphs one (1) through ten (10) of this Complaint.
12. Private Reserve has satisfied all of the obligations and preconditions under the Indian Harbor Policy to trigger coverage.
13. Indian Harbor has a duty to cover Private Reserve for the fire loss that occurred on June 15, 2012, at 42-44 Courtland Street in Providence, Rhode Island.
14. Indian Harbor has breached its duty under the Policy.
15. Indian Harbor breached its duty to perform its obligations under the policy and has caused and continues to cause Private Reserve injury.

**COUNT II  
BAD FAITH**

16. Private Reserve repeats and realleges the allegations of Paragraph one (1) through fifteen (15) of this Complaint.
17. Indian Harbor has a duty to perform its obligation under the Policy with good faith.
18. Indian Harbor intentionally breached its duty to perform its obligations under the policy with good faith when it refused to cover the fire loss that occurred on June 15, 2012, at 42-44 Courtland Street in Providence, Rhode Island.
19. Indian Harbor's breach of its duty to perform its obligation under the Policy in good faith has caused and continues to cause Private Reserve injury.

**COUNT III  
CLAIM FOR DECLARATORY RELIEF**

20. Private Reserve repeats and realleges the allegations of Paragraph one (1) through nineteen (19) of this Complaint.
21. The legal rights and responsibilities of Indian Harbor are controlled by the terms and conditions of the contracts of insurance.

~~22. An actual controversy exists between the Plaintiff, Private Reserve Properties II, LLC and Indian Harbor in this Declaratory Judgment Action as to the nature and extent of Indian Harbor's obligation to provide coverage to the detached building located at the premises of 42-44 Courtland Street, Providence, Rhode Island.~~

23. No other method of relief is available to resolve this controversy.

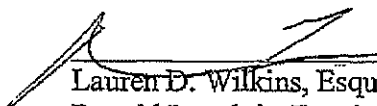
24. A Declaratory Judgment will terminate this conflict.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff, Private Reserve Properties II, LLC, respectfully requests that this Court declare:

- a. Indian Harbor has an obligation to provide Private Reserve Properties II, LLC with coverage to the detached building located at the premises of 42-44 Courtland Street, Providence, Rhode Island.
- b. That this Court award Private Reserve Properties II, LLC costs and attorneys' fees;
- c. Any of relief that this Court deems proper and just.

Respectfully Submitted,  
Plaintiff,  
By Its Attorneys,

  
Lauren D. Wilkins, Esquire (#3239)  
Ronald Langlois, Esquire (#2891)  
Langlois, Wilkins, Furtado & Metcalf, P.C.  
317 Iron Horse Way, Suite 203  
Providence, RI 02908  
Tel: (401) 351-9970  
Fax: (401) 274-6218

DATED: 